

**Louisville/Jefferson County Metro Government
2014 Lots of Possibility Competition Participant Agreement
Terms & Conditions**

OFFICIAL RULES:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO ENTRY. APPLICANT(S) MUST BE 18 YEARS OF AGE OR OLDER.

By entering the competition, you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the "Terms and Conditions") outlined herein below:

1. Mission:

The goal of the Lots of Possibility competition (the "competition") is to challenge individuals, partnerships (limited and otherwise), corporations and teams to develop and implement innovative permanent or interim uses for vacant lots managed by Louisville Metro Government, including lots owned by the Urban Renewal Commission and the Louisville/Jefferson County Landbank Authority, Inc. Projects proposed should transform eligible lots from empty and unproductive plots of land into active and vibrant places. Individuals or teams will submit proposals to turn one (or more, if contiguous) of these publically-held lots into a neighborhood assets. In addition to returning these vacant lots to productive use by providing land and seed funding (prize money must be used towards project implementation), the competition aims to achieve the following objectives:

1. Highlight the potential of vacant lots throughout Louisville;
2. Raise awareness of the available inventory of properties owned by Metro Government, the Urban Renewal Commission, and the Landbank Authority; and
3. Generate a portfolio of innovative, replicable ideas to redevelop vacant lots in the future.

2. Eligibility:

The competition is open to any individual(s), team(s), corporation(s), or partnership(s) All applicants must be 18 years of age or older. Current Louisville Metro Government employees are *eligible to participate but not eligible to accept prize money* as individuals in the competition. Current Louisville Metro Government employees can participate as part of a team with persons who are not employed by Louisville Metro. Any of these applicants can accept prize money if the Louisville Metro Government employee(s) do not serve as Team Leader, as defined in section 3, "Entries by Teams" below.

3. Entries by Teams:

Entries may be submitted either by individuals or by groups of individuals (each a "Team"), corporations, partnerships, or other legal entities. If an entry is submitted by an entity other than an individual, it must satisfy the eligibility requirements set forth in Paragraph 2 above. Each applicant must designate a single person who will serve as the sole representative for communications and all other purposes in connection with the competition (the "Team Leader"). All agreements, consents, representations and warranties made or given by a Team Leader herein or otherwise in connection with the competition will be binding upon all members of the pertinent Team as if made by each such member. If a current Louisville Metro Government employee is part of a team, she or he cannot serve as Team Leader and cannot personally accept prize money to implement a winning proposal or personally gain from the prize money or the implementation of the winning proposal.

4. How to Enter:

Applicants must complete and submit the Lots of Possibility Entry Form (“the Entry Form”), including agreement to these terms and conditions. The Entry Form and Terms & Conditions Acceptance Form can be submitted online through the competition website <http://vapstat.louisvilleky.gov/lotsofpossibility> or can be mailed or hand delivered to:

*Department of Community Services and Revitalization
Attn: Dena First
Metro Development Center
444 South Fifth Street, 5th Floor
Louisville, KY 40202*

In addition to the Entry Form, each team may submit the following materials for consideration (no more than 10 MB per file for documents submitted online):

1. Up to three photos of the existing project site
2. Up to three files of mixed-media to help illustrate the project concept, such as drawings, illustrations, video, PowerPoint slides, etc.

Applications must be submitted online or received at the address listed above no later than 12:00 p.m. (noon) on Monday, February 24, 2014.

Applicants must submit applications in one of two categories:

- Category A: Projects that will create a permanent use for the vacant lot (e.g., residential, commercial, institutional/civic, or other use that requires taking ownership of the lot)
- Category B: Projects that are temporary in nature (e.g., do not involve a physical structure that will be difficult to remove; one to two year lease of the vacant lot acceptable)

Entry Forms must specify which competition-eligible lot(s), as defined by the property list available at <http://vapstat.louisvilleky.gov/lotsofpossibility>, will be the site of the proposed activity. If you wish to enter the lot for a visual inspection, please request permission from the Department of Community Services and Revitalization: 502-574-4016 or paul.mastrolia@louisvilleky.gov. Any on-site activities beyond a visual inspection will be approved at Louisville Metro Government’s sole discretion.

Registration and participation in the competition is free.

5. Project Requirements:

Full project implementation and ongoing site maintenance will be critical to the success of the competition. Therefore, applicants should carefully consider the human, material, and financial resources required when assembling teams, designing projects, and securing in-kind support. Successful teams must demonstrate the commitment and ability to implement the proposed project and maintain the site as proposed in the project submission.

Applicants must agree to report quarterly on the progress of the project and allow competition organizers access to the project for the purposes of project documentation and education. Projects in Category A will be monitored until Project has been successfully implemented and for a period one (1) year thereafter. Following that period, Louisville Metro Government will monitor the site per the deed restrictions placed on the property during conveyance. Projects in Category B will be monitored for the duration of the lease term and until projects are deconstructed, as necessary.

Applicants are responsible for obtaining any applicable permits or licenses that may be required to carry out the proposed project and complying with local ordinances.

6. Competition Guidelines:

Entry forms and supporting materials will be evaluated by teams of judges in Category A and Category B ("Review Panels"). See section 7 "Judging" below.

All Submissions must comply with the following Content Restrictions:

The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property-related rights; The Submission must not contain footage, images or artwork not created by entrant unless they are part of the public domain or the entrant has secured permission for their use; The Submission must not contain material that is inappropriate, indecent, obscene, hateful, defamatory, slanderous or libelous; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created. By entering, each Applicant represents and warrants that (a) the Applicant's Submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the Submission are wholly original with the Applicant OR they are part of the public domain OR the entrant has secured permission for their use, (b) no person or entity has collaborated with Applicant in creating the Submission, provided any material or information for inclusion in the Submission, or has any ownership rights in and to the Submission or any component thereof (note: an Applicant that is a Team warrants and represents that no person who is not a Team member collaborated with the Applicant, provided any material or information, or has any ownership rights in and to the Submission), (c) Applicant has the exclusive, unconditional right and authority to submit the Submission and to grant the rights set forth herein, and (d) the Applicant's Submission complies with these Official Rules in full. Louisville Metro Government reserves the right in their individual discretion to disqualify and/or not accept any Submission that Louisville Metro Government determines does not or is likely not to comply with these guidelines, to make such changes to any Submission as are necessary to make it compliant, or to require the Applicant to do so.

7. Judging:

The judging of the competition will proceed as follows:

Entry Forms and supporting materials will be evaluated by teams of judges in Category A and Category B ("Review Panels"). Review Panelists will be selected by Louisville Metro Government competition organizers and they will score all submissions based on the Judging Criteria.

Review Panels will select up to six (6) applications in both Category A and Category B as Finalists. Finalists will be asked to submit detailed project proposals to the Review Panels and make short presentations to the appropriate Review Panel about their proposed projects. At least one member of each applicant team must be available to make a presentation to the appropriate Review Panel. Review Panels will then select up to two (2) winners in both Category A and Category B to receive funding awards for project implementation.

8. Awards and Use of Funds

Each winner in Category A: "Projects that will create a permanent use for the vacant lot" will receive up to \$15,000 in seed funding for their projects and title to the eligible lot proposed as the project site.

Each winner in Category B: "Projects that are temporary in nature" will receive up to \$4,000 in seed funding for their projects and a one-year lease (renewable for an additional year) for eligible lot proposed as the project site. Lease agreements will be negotiated with winners after they are notified of award.

The winning team must be compliant with all local, state and federal laws.

Winning teams agree to use any award granted pursuant to the competition solely for implementation of its final submission, and agree to use reasonable effort to implement and maintain the project and allocate other resources thereto as proposed in its final submission. Funds will be awarded to winners on a drawdown basis based on the implementation timeline and activities contained in their final submissions. Drawdown schedules and qualified expenses will be negotiated for each winner during the development of the grant agreement.

For Category A Winners only: Winners will be expected to take ownership of the property. Ownership of the property will be transferred free of charge to a legal entity (including individual(s), corporation(s), partnership(s), etc.) acceptable to Metro; however, winners will be required to enter into a purchase agreement for the proposed project lot while the disposition approval is pending. Subsequent to the disposition approval, winners will be required to execute a special warranty deed and purchase owner's title insurance. A special warranty deed will include certain restrictions prohibiting the sale of the property for five (5) years, unless permission for sale is granted by Louisville Metro Government. Properties will be transferred to winner as-is.

For Category B Winners only: In the event that the winning teams are unable to implement or maintain the projects as proposed, managing entity will have the ability to terminate the lease. The lease agreements will clearly outline the expectations for project implementation, site maintenance, insurance requirements, etc.

At the end of the lease, unless otherwise agreed upon, project teams are required to remove the project installation as proposed in the final submission. The condition to which the property is to be returned will be determined and agreed upon in the lease agreement. The intent is to leave the property in a condition that will require maintenance that is equal to or less than the pre-installation cost of upkeep.

In the event that any Winners in either Category A or Category B are unable to implement their project as proposed, Louisville Metro Government reserves the right to not provide any additional payment and/or recapture the funds awarded. Louisville Metro Government will monitor winning projects for up to a five (5) year period.

9. Winner Notification and Verification for the Competition:

Louisville Metro Government will notify the winners after they are selected by the judges. Winners will be announced to the public at a press conference and through a press release. Winners will be asked to sign a grant agreement before competition funds will be transferred

10. Grant of Rights:

By entering, each Applicant grants to Louisville Metro Government the irrevocable, royalty-free right to publish, disseminate and use the Applicant's name, likeness and biographical information (and in the event of a Team, the name, likeness and biographical information each member of said Team) without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the competition and the promotion of Louisville Metro Government and its activities.

In addition, each Applicant grants to Louisville Metro Government a nonexclusive, irrevocable, royalty-free license, for non-commercial Louisville Metro Government purposes, to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, information about the Submission and the Project, including without limitation posting information about the Submission and/or the Project on the Site (or such other Louisville Metro Government designated on-line environment), in connection with the execution and promotion of the competition and the promotion of Louisville Metro Government and their activities, without further notice or compensation. Derivative development or modification of winning submissions by Applicant is not subject to these license conditions. Each team is responsible for determining the disposition of any intellectual property developed by a team for the Lots of Possibility project.

11. Disputes:

These Terms and Conditions shall be governed by and interpreted under the laws of the Commonwealth of Kentucky without regard to conflicts of laws or provisions. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the competition or these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in Louisville, Kentucky. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

12. Representations & Warranties:

Applicant represents and warrants that he/she: (a) has the right to make a Submission as contemplated hereunder without the need of any consent of any third party; (b) Will abide by these Terms and Conditions and all applicable laws and regulations; (c) If Applicant is a Team Leader, that Applicant has the full right and authority to make the Submission and to agree to accept and abide by these Terms and Conditions on behalf of the Team, and that each Team member will abide by these Terms and Conditions; and (d) Applicant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Submission or becoming a Winner.

13. Indemnity:

By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) agrees to indemnify, hold harmless and defend Louisville Metro Government from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation, any use by Louisville Metro Government of the Applicant's Submission and/or the exercise by Louisville Metro Government of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, Louisville Metro Government shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize granted hereunder.

14. DISCLAIMER:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL LOUISVILLE METRO GOVERNMENT BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT LOUISVILLE METRO GOVERNMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Release of Claims:

By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) releases Louisville Metro Government from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this competition, any use by Louisville Metro Government of the Applicant's Submission and/or the exercise by Louisville Metro Government of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating the Applicant's Submission and claims for injury, loss or damage of any kind resulting from the Applicant's participation in this competition or acceptance or use of any prize.

16. Limitation on Exploitation of Materials:

Each Applicant acknowledges that Louisville Metro Government may have engaged and continue to engage in the development, production, acquisition and dissemination of materials that may be similar or identical to the Applicant's Project or Submission. Louisville Metro Government may use information about the Applicant's Project or Submission in whole or in part, without any payment or other obligation whatsoever to the Applicant, if the Applicant's Project or Submission (a) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (b) has been made public by anyone at the time of its submission to Louisville Metro Government or otherwise is in the public domain, (c) would be freely usable by a third person if it had not been accepted as a Submission, or (d) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that has been independently created by either Louisville Metro Government or any third party. Acceptance by Louisville Metro Government of a Submission is not an admission by Louisville Metro Government of the novelty or originality of the Submission.

17. General Terms:

All federal, state and local laws and regulations apply. Louisville Metro Government reserves the right at its sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of Louisville Metro Government, and/or to cancel, modify or suspend this competition should entrant commit fraud or misconduct or other causes beyond the control of Louisville Metro Government corrupt the administration, integrity, security or proper operation of the competition. Without limitation of the foregoing, Louisville Metro Government reserve the right to terminate, modify or suspend this competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. Louisville Metro Government is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed entries, or for technical or human errors or failures of any kind in collection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Louisville Metro Government is not responsible for any typographical or other error in the printing of the offer, administration of the competition, or in the announcement of the prize.

These Terms and Conditions set forth the entire agreement and understanding between Louisville Metro Government and Applicant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, Louisville Metro Government reserves the right, in its sole discretion, at any future time to terminate, modify or suspend the competition for any reason, in Louisville Metro Government sole discretion. Applicants that accept prize money in the competition shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Louisville Metro Government's failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to."